

TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of December 17, 2008, by and between the City of Fairfield, a municipal corporation (the "CITY") and AOT Public Safety Corporation ("CONTRACTOR"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONTRACTOR. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) SOFTWARE LICENSE. CITY and CONTRACTOR shall enter into the Annual End User Software License and Maintenance Agreement attached as Exhibit "E" hereto (the "Software License"). In the event of any inconsistency between the Software License and any other terms or conditions of this Agreement, the requirements set forth in this Agreement shall control.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: 

CONTRACTOR

AOT PUBLIC SAFETY CORPORATION

By: 

LES GREENSPARGER
CHIEF EXECUTIVE OFFICER

EXHIBIT "A"

SERVICES

See attached document: Cry Wolf Statement of Work dated November 13, 2008.